rights and duties arising from the state of marriage. See *Legard* v. *Johnson,* 3 Ves. Jun. 352, 359. But the English secular courts later assumed jurisdiction of such contracts. *Besant* v. *Wood,* L. R. 12 Ch. Div. 605; *Wilson* v. *Wilson,* 1 H. L. C. 538. Nevertheless, deeds of separation or similar agreements, which contemplate a partial dissolution of the marriage contract are held absolutely invalid, in some American jurisdictions, as contrary to public policy. *Foote* v. *Nickerson,* 70 N. H. 496, 48 Atl. 1088, 54 L. R. A. 554; *Hill* v. *Hill,* 74 N. H. 288, 67 Atl. 406, 12 L. R. A. (N. S.) 848; *Collins* v. *Collins,* 62 N. C. 152, 93 Am. Dec. 606. But see *Sparks* v. *Sparks,* 94 N. C. 427. But the great weight of authority holds that such agreement, in so far as they seek to settle property rights, are valid. *Walker* v. *Walker,* 9 Wall. 743; *Wilson* v. *Wilson, supra; Clark* v. *Forsdick,* 118 N. Y. 7, 22 N. E. 1111, 6 L. R. A. 132; *Fox* v. *Davis,* 113 Mass. 255, 18 Am. Rep. 341. And even where made directly between the husband and wife, without the intervention of a trustee, they are, by the majority rule, enforceable. *McGregor* v. *McGregor,* L. R. 20 Q. B. Div. 529; *Carey* v. *Mackey,* 82 Me. 516, 20 Atl. 84, 17 Am. St. Rep. 500, 9 L. R. A. 113; *Commonwealth* v. *Richard,* 131 Pa. 209, 18 Atl. 1007. But there is considerable authority holding that the intervention of a trustee is essential to their validity. *Simpson* v. *Simpson,* 4 Dana (Ky.) 140; *Whitney* v. *Clossom,* 138 Mass. 49; *Gilbert* v. *Gilbert,* 5 Misc. Rep. 555, 26 N. Y. Supp. 30. These agreements, however, if looking forward to or encouraging future separation, are contrary to public policy and therefore invalid. See *Durant* v. *Titley,* 7 Price 577; *St. John* v. *St. John,* 11 Ves. Jun. 525. Also 1 BISHOP, MARRIAGE, DIVORCE AND SEPARATION, 546. It is only when made in contemplation of immediate separation, or where the parties are already living separate, that they are sustained. *Walker* v. *Walker, supra.* See 1 BISHOP, MARRIAGE, DIVORCE AND SEPARATION, 546. And even then, it has been held that some good cause for the separation must be shown. *Stebbins* v. *Morris,* 19 Mont. 115, 47 Pac. 642.

INSURANCE—ACCIDENT INSURANCE—INJURIES INCLUDED.—An insurance policy provided for indemnity for loss of time occasioned by injuries caused by external, violent and accidental means, except that arising as the result of hernia. The insured accidentally fell and, as a result of the fall, hernia developed; and he then brought an action to recover damages for loss of time occasioned by an operation for the hernia. *Held,* the insurance company is liable. *Berry* v. *United Commercial Travelers of America* (Ia.), 154 N. W. 598.

An injury is accidental when produced by some unforeseen, unintended and violent agency. *Lovelace* v. *Travelers etc., Ass'n,* 126 Mo. 104, 28 S. W. 877; *Western Commercial Travelers Ass'n* v. *Smith* (C. C. A.), 85 Fed. 401. If the death is caused by disease without any bodily injury inflicted by external, violent and accidental means; or if at the time of such injury the insured was suffering from disease, so that he would not have been injured but for that fact, there can be no recovery. *Bacon* v. *U. S. Mut. Acc. Ass'n,* 123 N. Y. 304, 25 N. E. 399, 20 Am. St. Rep. 748, 9 L. R. A. 617; *Dozier* v. *Casualty Co.,* 46 Fed. 446; *Insurance Co.* v. *Selden,* 24 C. C. A. 92, 78 Fed. 285. But where the insured is acci-

dentally injured and, as a proximate consequence of the injury, disease is developed which causes the death, it is death by accident. *Omberg* v. *Mut. Acc. Ass'n,* 101 Ky. 303, 40 S. W. 909, 72 Am. St. Rep. 413; *French* v. *Fidelity, etc., Co.,* 135 Wis. 259, 115 N. W. 869. A provision in a policy exempting the insurer from liability from hernia, or other disease, means that there shall be no liability from hernia arising within the system; but does not include hernia which is the proximate consequence of an injury caused by external violence and accidental means. *Atlanta Accident Ass'n* v. *Alexander,* 104 Ga. 709, 30 S. E. 39, 42 L. R. A. 188; *Summers* v. *Fidelity Mut. Aid Ass'n,* 84 Mo. App. 605; *Fitton* v. *Accidental Death Ins. Co.,* 17 C. B. (N. S.) 122. This construction of the provision seems eminently sound, for to exempt the insurer from liability under it would make the policy most illusory. *Fitton* v. *Accidental Death Ins. Co., supra.* The decision of the principal case may also be supported by a construction of the policy in a manner favorable to the insured, which construction is universally adopted. *Liverpool, etc., Ins. Co.* v. *Kearney,* 180 U. S. 132. See RICHARDS, INS., 3 ed., § 90.

INSURANCE — FRATERNAL ASSOCIATION—INCREASED ASSESSMENTS. — The plaintiff became a member of a fraternal insurance association under an agreement which provided that the plaintiff should be governed and his contract controlled by all the laws of the association then in force or thereafter enacted. Later the association largely increased its periodical assessments, to meet the necessary contingencies of its business. Whereupon the plaintiff refused to pay, alleging violation of the contract, and brought a bill to be relieved from the assessment. Held, no relief will be granted. *Newman* v. *Supreme Lodge Knights of Pythias* (Miss.), 70 South. 241.

As to the changes which a mutual benefit association may make in its by-laws under a contract of membership stipulating that the insured shall be governed and his contract controlled by all the laws of the association then in force or thereafter enacted, there is a great diversity of opinion. It is well settled that the association may make amendments which relate merely to its forms and methods of business, and the conduct of its members as such. *Supreme Commandery* v. *Ainsworth,* 71 Ala. 436, 46 Am. Rep. 332; *Messer* v. *Ancient Order of United Workmen,* 180 Mass. 321, 62 N. E. 252. See *Supreme Council A. L. of H.* v. *Getz* (C. C. A.), 112 Fed. 119. But as to the power of the association to increase its periodical assessments, under such a contract, there is a conflict of authority. Some cases hold that an increase is illegal without the consent of the insured. *Dowdall* v. *Supreme Council,* 196 N. Y. 405, 89 N. E. 1075; *Smythe* v. *Supreme Lodge K. of P.,* 198 Fed. 967; *Pearson* v. *Knights Templars, etc., Ins. Co.,* 114 Mo. App. 283, 89 S. W. 588. By the weight of authority, however, such a contract does authorize an increase of assessments, where the existing rate has proved inadequate to meet the necessary contingencies of the business. *Reynolds* v. *Supreme Council Royal Arcanum,* 192 Mass. 150, 78 N. E. 129; *Williams* v. *Supreme Council,* 152 Mich. 1, 115 N. W. 1060; *Fullenwider* v. *Supreme Council Royal League,* 180 Ill. 621, 54 N. E. 485, 72 Am. St. Rep. 239; *Gaut* v. *Mut. Reserve Fund Life Ass'n,* 121 Fed. 403. On principle, this